KONGSBERG
Precision Cutting Systems

This **Contract on data access and use between data holders and users of connected products and related services** ("Agreement") is made and entered into by and between the parties mentioned below, as of the date of its last signature ("Effective Date")

Between   **Kongsberg Precision Cutting Systems Belgium BV**
Kortrijksesteenweg 1087-B
B-9051 Gent
Belgium
KBO (BTW) (BE)(0)759.743.392

Tel: +32-9-396 69 69

(Hereinafter "**KONGSBERG**" or „**Data Holder**")

And   you as an end user of a Kongsberg Precision Cutting Systems cutting table, equipped with iPC software v. 3.0 or higher

(Hereinafter the "**User**")

referred to below collectively as "the Parties" and individually as "**the Party**".

This agreement is based on Model Contractual Terms as published by the European Commission in 2025, adopted to the use case at hand[1].

This contract is made with regard to:

(a) the following connected product(s) (the '**Product**'):

Kongsberg Precision Cutting Systems cutting table, equipped with iPC software v. 3.0 or higher;

(b) the following related service(s) (the '**Related Service(s)**'):

a Care plan or any other pre-paid service agreement entered into with Kongsberg or its authorized resellers and service partners

The User declares that they are either the owner of the Product or contractually entitled to use the Product under a rent, lease or similar contract and/or to receive the Related Service(s) under a service contract.

1. Data covered by the Contract

The data covered by this contract (the '**Data**') consist of any readily available Product Data or Related Service(s) Data within the meaning of the Data Act[2].

The Data consist of the Data listed in **Appendix 1,** with a description of the type or nature, estimated volume, collection frequency, storage location and duration of retention of the Data.

Data Holder reserves the right to unilaterally adjust or expand the scope of Data collected by the Products. The Data Holder is obligated to inform the Data User of such change by a notice in iPC software, or by other means of direct communication, such as e-mail.

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[1] Available at https://ec.europa.eu/transparency/expert-groups-register/screen/meetings/consult?lang=en&meetingId=61683&fromExpertGroups=3840
[2] Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 on harmonised rules on fair access to and use of data and amending Regulation (EU) 2017/2394 and Directive (EU) 2020/1828 (Data Act) available at https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32023R2854

2. Data use and sharing by the Data Holder

2.1 The Data Holder undertakes to use the Data that are non-personal Data only for the purposes agreed with the User as follows:

(a)   performing any agreement with the User or activities related to such agreement (e.g. issuing invoices, generating and providing reports or analysis, financial projections, impact assessments, calculating staff benefit);

(b)   providing support, warranty, guarantee or similar services or to assess User's, Data Holder's or third party's claims (e.g. regarding malfunctions of the Product) related to the Product or Related Service;

(c)   monitoring and maintaining the functioning, safety and security of the Product or Related Service and ensuring quality control;

(d)   improving the functioning of any product or related service offered by the Data Holder;

(e)   developing new products or services, including artificial intelligence (AI) solutions, by the Data Holder, by third parties acting on behalf of the Data Holder (i.e. where the Data Holder decides which tasks will be entrusted to such parties and benefits therefrom), in collaboration with other parties or through special purpose companies (such as joint ventures);

(f)   aggregating these Data with other data or creating derived data, for any lawful purpose, including with the aim of selling or otherwise making available such aggregated or derived data to third parties, provided such data do not allow specific data transmitted to the Data Holder from the connected product to be identified or allow a third party to derive those data from the dataset.

2.2 The Data Holder undertakes not to use the Data:

(a) to derive insights about the economic situation, assets and production methods of the User, or about the use of the Product or Related Service by the User in any other manner that could undermine the commercial position of the User on the markets in which the User is active;

(b) to collect the cutting files and designs used during production on the Product.

2.3 The Data Holder may share with third parties the Data [as specified in Appendix 2]
and which is non-personal data, if:

a) the Data is used by the third party exclusively for the following purposes:
   i. assisting the Data Holder in achieving the purposes permitted under clause 2.1;
   ii. achieving, in collaboration with the Data Holder or through special purpose companies, the purposes permitted under clause 2.1;
b) the Data Holder contractually binds the third party:
   i. not to use the Data for any purposes or in any way going beyond the use that is permissible in accordance with previous clause 2.3 (a);
   ii. to comply with clause 2.2;
   iii. to apply the protective measures required under this Agreement; and
   iv. not to share these Data further except as set forth in Appendix 2. Further details, including with regard to third parties with whom Data may be shared, restrictions on use of the Data by third parties, as well as further conditions and protective measures, are set out in detail in Appendix 2

2.4 The Data Holder may always use processing services, e.g. cloud computing services (including infrastructure as a service, platform as a service and software as a service), hosting services, or similar services to achieve the agreed purposes under this Agreement. The third parties may also use such services to achieve the agreed purposes under clause 2.3 (a).

2.5 The Data Holder may use, share with third parties or otherwise process any Data that is personal data, under a legal basis provided for and under the conditions permitted under Regulation (EU) 2016/679 (GDPR) and, where relevant, Directive 2002/58/EC (Directive on privacy and electronic communications).

2.6 The Data Holder undertakes to apply the protective measures for the Data that are reasonable in the circumstances, considering the state of science and technology, potential harm suffered by the User as a result of Data loss or disclosure of Data to unauthorised third parties and the costs associated with the protective measures.

2.7 The Data Holder may also apply other appropriate technical protection measures to prevent unauthorised access to Data and to ensure compliance with this contract.

2.8 The User agrees not to alter or remove such technical protection measures unless agreed by the Data Holder in advance and in writing.

3.   Data access by the User upon request

3.1 The Data, together with the relevant metadata necessary to interpret and use those Data must be made accessible to the User by the Data Holder, at the request of the User or a party acting on their behalf.

3.2 The User can request access to the Data at Data Holders Global Support Channels at mydata@kongsbergsystems.com.

3.3 The Data Holder may, in good faith, unilaterally change the specifications of the Data or the access arrangements stated in this Agreement, if this is objectively justified by the general conduct of business of the Data Holder– for example by a technical modification due to an immediate security vulnerability in the line of the products or related services or a change in the Data Holder's infrastructure.

The Data Holder must in this case give notice of the change to the User without undue delay.

3.4 The Data Holder undertakes not to keep any information on the User's access to the requested data beyond what is necessary for:
(a) the sound execution of (i) the User's access request and (ii) this contract;
(b) the security and maintenance of the data infrastructure; and
(c) compliance with legal obligations on the Data Holder to keep such information.

4.   Trade secrets

4.1 The Data Holder considers the Data his trade secret.

4.2 The User may not share, provide, allow to process or access by any means the Data with third parties not authorised by the Data Holder.

4.3 If the User is permitted to make Data protected as Trade secrets available to a third party, the User must inform the Data Holder of the fact that Trade Secrets have been or will be made available to a third party, specify the Data in question, and give the Data Holder the identity and contact details of the third party.

4.4 The Data Holder shall not provide the data to third parties unless the purpose of this data sharing is made known to the User by any means, including by means of this Agreement.

4.5 Without prejudice to other remedies available to the Data Holder in accordance with this contract or applicable law, if the User alters or removes technical protection measures applied by

the Data Holder or does not maintain the technical and organisational measures taken by them in agreement with the Data Holder in accordance with this Agreement, the Data Holder may request the User:

(a) to erase the data made available by the Data Holder or any copies thereof; and/or

(b) end the production, offering or placing on the market or use of goods, derivative data or services produced on the basis of knowledge obtained through the Trade Secrets, or the importation, export or storage of infringing goods for those purposes, and destroy any infringing goods, where there is a serious risk that the unlawful use of those data will cause significant harm to the Data Holder or where such a measure would not be disproportionate in light of the interests of the Data Holder; and/or

(c) compensate a party suffering from the misuse or disclosure of such unlawfully accessed or used data.

5. Permissible use and sharing of Data

5.1 The User may use the Data made available by the Data Holder upon purpose and/or share the Data freely subject to the limitations below.

5.2 The User undertakes not to engage in the following:
(a) use the Data to develop a connected product that competes with the Product, nor share the Data with a third party with that intent;

(b) use such Data to derive insights about the economic situation, assets and production methods of the manufacturer or, where applicable the Data Holder;

(c) use coercive means to obtain access to Data or, for that purpose, abuse gaps in the Data Holder's technical infrastructure which is designed to protect the Data;

(d) share the Data with a third-party considered as a gatekeeper under article 3 of Regulation (EU) 2022/1925;

(e) use the Data they receive for any purposes that infringe EU law or applicable national law.

6. Data sharing upon the User's request with a Data Recipient

6.1 The Data, together with the relevant metadata necessary to interpret and use those Data, must be made available to a Data Recipient by the Data Holder, free of charge for the User, upon request presented by the User or a party acting on its behalf.

6.2 The Data Holder shall make the Data which is personal data available to a third party following a request of the User, when the User is not the data subject, only when there is a valid legal basis for making personal data available under Article 6 of Regulation (EU) 2016/679 (GDPR) and only, where relevant, the conditions set out in Article 9 of that Regulation and of Article 5(3) of Directive 2002/58/EC (Directive on privacy and electronic communications) are met.

6.3 The Data Holder must make the Data available to a Data Recipient with at least the same quality as they become available to the Data Holder, and in any case in a comprehensive, structured, commonly used and machine-readable format, easily and securely.

6.4 Where the User submits such a request, the Data Holder will agree with the Data Recipient the arrangements for making the Data available under fair, reasonable and non-discriminatory terms and in a transparent manner in accordance with Chapter III and Chapter IV of the Data Act.

7. Transfer of use

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7.1 Where the User contractually transfers (i) ownership of the Product, or (ii) their temporary rights to use the Product, and/or (ii) their rights to receive Related Services to a subsequent natural or legal person ('Subsequent User') and loses the status of a user after the transfer to a Subsequent User, the Parties undertake to comply with the requirements set out in this clause.

7.2 The User must:
(a) notify the Data Holder of the transfer.

(b) use their best efforts to assign to the Subsequent User, as of the transfer date, their rights and obligations as a user and the Data Holder agrees hereby in advance to such assignment;

(c) without undue delay notify the Data Holder of the transfer and the identity of the Subsequent User and provide the Data Holder with a copy of the assignment; if absent an assignment under point (a), the User must without undue delay notify the Data Holder of the refusal, in which case the Data Holder may not use the Subsequent User's Data or make them available to third parties under this Agreement.

7.3 The rights of the Data Holder to use Product Data or Related Services Data generated prior to the transfer will not be affected by a transfer i.e. the rights and obligations relating to the Data transferred under the Contract before the transfer will continue after the transfer.

7.4 If the User's failure to comply with their obligations under this clause 7 leads to the use and sharing of Product, Related Services or Data by the Data Holder in the absence of a contract with the Subsequent User, the User will indemnify the Data Holder and hold them harmless in respect of any claims by the Subsequent User towards the Data Holder for the use of the Data after the transfer.

8. Duration of the Agreement

8.1 This Agreement takes immediate effect upon permission of Data sharing upon initial start-up of the iPC software needed to operate the Product and remains in effect for the entire lifetime of the Product as long as the currently used version of iPC software supports data sharing under this Agreement.

8.2 Irrespective of the contract period agreed under clause 8.1, this contract terminates:

(a) upon the destruction of the Product or permanent discontinuation of the Related Service, or when the Product or Related Service is otherwise put out of service or loses its capacity to generate the Data in an irreversible manner; or

(b) upon the User losing ownership of the Product or when the User's rights with regard to the Product under a rental, lease or similar agreement or the user's rights with regard to the related service come to an end; or

(c) when both Parties so agree, with or without replacing this contract by a new contract.

Points (b) and (c) shall be without prejudice to the contract remaining in force between the Data Holder and any Subsequent User.

8.3 Expiry of the contract period or termination of this Contract releases both Parties from their obligation to effect and to receive future performance but does not affect the rights and liabilities that have accrued up to the time of termination.

Expiry or termination does not affect any provision in this contract which is to operate even after the contract has come to an end, in particular clause on confidentiality, clause on applicable law and clause on dispute resolution, which remain in full force and effect.

8.4 The termination or expiry of the Contract will have the following effects:

(a) the Data Holder shall immediately cease to retrieve the Data generated or recorded as of the date of termination or expiry;
(b) the Data Holder remains entitled to use and share the Data generated or recorded before

the date of termination or expiry as specified in this Contract.

9. Remedies for breach of this Contract

9.1 In the case of a non-performance by a Party, the aggrieved Party shall have the remedies listed in the following clauses, without prejudice to any other remedies available under applicable law.

9.2 A Party may not resort to any of the remedies to the extent that its own act or state of affairs caused the other Party's non-performance, such as where a shortcoming in its own data infrastructure did not allow the other Party to duly perform its obligations. A Party may also not rely on a claim for damages for loss suffered to the extent that it could have reduced the loss by taking reasonable steps.

9.3 Each Party can
(a) request that the non-performing Party comply, without undue delay, with its obligations under this Contract, unless it would be unlawful or impossible or specific performance would cause the non-performing Party unreasonable effort or expense;

(b) request that the non-performing Party erases Data accessed or used in violation of this Contract and any copies thereof;

(c) claim damages for pecuniary damages caused to the aggrieved Party by the non- performance which is not excused under this Agreement. The non-performing Party is liable only for damages which it foresaw or could reasonably have foreseen at the time of conclusion of this Agreement as a likely result of its non-performance, unless the non-performance was intentional or grossly negligent.

9.4 The Data Holder can also suspend the sharing of Data with the User until the User complies with their obligations, by giving a duly substantiated notice to the User without undue delay if the non-performance of User's obligations is fundamental.

9.5 The user can also suspend the permission given to the Data Holder under this Agreement or the limitations made, until the Data Holder complies with their obligations, unless this would foreseeably cause a detriment to the Data Holder that is obviously disproportionate in the light of the seriousness of the non-performance;

10. Confidentiality

10.1 The following information will be considered confidential information:

(a) information referring to the trade secrets, financial situation or any other aspect of the operations of the other party, unless the other Party has made this information public;
(b) information referring to the User and any other protected third party, unless they have already made this information public;
(c) information referring to the performance of this Contract and any disputes or other irregularities arising in the course of its performance;
(d) the terms and conditions of this Contract.

10.2 Both Parties agree to take all reasonable measures to store securely and keep in full confidence the information referred to in clause 10.1 and not to disclose or make such information available to any third party unless one of the Parties

(a) is under a legal obligation to disclose or make available the relevant information; or
(b) has to disclose or make the relevant information available in order to fulfil its obligations under this Contract, and the other Party or the third party providing the confidential information or affected by its disclosure can reasonably be considered to have accepted this; or
(c) has obtained the prior written consent of the other Party or the party providing the confidential information or affected by its disclosure.

10.3 These confidentiality obligations remain applicable after the termination of the Contract for a

period of 5 years.

11. Miscellaneous

11.1 This Agreement is covered by the laws of Belgium. The Parties agree to use their best efforts to resolve disputes amicably and, before bringing a case before a court or tribunal, to submit their dispute to the courts of Belgium.

11.2   This Agreement, including any terms incorporated herein by reference, shall constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior related proposals, negotiations and discussions between the Parties. This Agreement shall not be modified except by a written instrument duly executed by authorized representatives of the Parties. This Agreement may be executed by facsimile signature in two or more counterparts, all of which seen together will constitute one and the same agreement.

11.3   Whenever possible, the provisions of the Agreement shall be interpreted in such a manner that they are valid and enforceable under the applicable legislation. If any provision in the Agreement should be illegal, invalid or non-enforceable, in whole or in part, this shall not cause in any way the illegality, invalidity or non-enforceability of the remaining provisions (or parts thereof) of the Agreement and the Agreement will remain in full force and effect between the Parties, with the exception of the illegal, invalid or non-enforceable provision or part thereof. In that event, the illegal, invalid or non-enforceable provision or part thereof is automatically replaced with the legal, valid and enforceable provision that is the closest to the original provision or part thereof as regards content, bearing and intention.

Appendix I: Details of the data covered by this Contract and of access arrangements

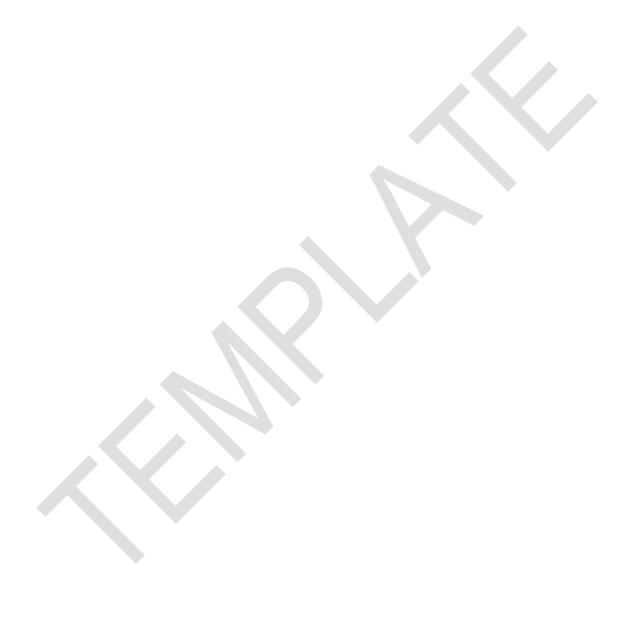| Name of data point |
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Kongsberg reserves the right to unilaterally expand or adjust the scope of data collected. The Data User shall be informed by a notice in iPC software.

Appendix II: Indicative list of potential recipients of data

All current and future distributors and service partners
All current and future suppliers of R&D and IT services
All current and future affiliates of Kongsberg